12/02/10 11:44:52 DK W BK 647 PG 636 DESOTO COUNTY, MS W.E. DAVIS, CH CLERK

> 12/20/10 8:20:16 DK W BK 648 PG 674 DESOTO COUNTY, MS W.E. DAVIS, CH CLERK

This Instrument Prepared By: Charles B. Griffith Attorney at Law, MS Bar No. 102008 108 Harding Place, Suite 203 Nashville, Tennessee 37205 615.457.2931 (telephone) (Deed Preparation Only)

Record and Return To: LandCastle Title 3343 Aspen Grove Drive Suite 240 Franklin, Tennessec 37067 LCT File No.: MSR-101000288S (Examiner of Title)

Rerecord to include HLP Deed Restriction

STATE OF Mississipp: COUNTY OF Desoto

## SPECIAL WARRANTY DEED

)

FOR AND IN CONSIDERATION of the sum of ten dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned THE BANK OF NEW YORK MELLON F/K/A THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS, CWABS, INC., ASSET-BACKED CERTIFICATES SERIES 2007-6, ("Grantor," hereinafter) does hereby sell, assign, convey, specially warrant, and deliver unto SHERRY MULLINS, ("Grantee," hereinafter), the following described property situated in DESOTO County, Mississippi, and being more particularly described as follows:

LEGAL DESCRIPTION: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE

Commonly known as street address: 6257 Ravenwood Lake Drive E, Horn Lake, MS 38637

Indexing Instructions:

Lot 25, Sec. A, Ravenwood S/D, Sec. 32, T1S, R8W, DeSoto Co., MS

Plat Book 75, Page 42

Grantor Name and Address:

Grantee Name and Address:

The Bank of New York Mellon

Letto Ligary Drive

Plane, TX 75024

Phone No. 1: 972-608-6745

Phone No. 2: N/A

Phone No. 2: N/A

Phone No. 2: N/A

This conveyance is made subject to any and all reservations, restrictions, easements, exceptions, covenants and conditions of record, including any mineral, oil, or gas reservations and any covenants

<u>Property Address</u>: 6257 Ravenwood Lake Drive E Horn Lake, MS 38637

Page 1 of 3

or restrictions of record. Taxes for the current year have been pro-rated as of this date and are hereby assumed by the Grantee herein. This conveyance is also subject to zoning and/or other land use regulations promulgated by federal, state or local governments affecting the use of occupancy of the subject property.

WITNESS THE SIGNATURE of the Grantor	on this <u> </u>	2 day of	October	, <sub>20_</sub> 10
	New Yo	k of New York rk, as Trust	Mellon F/K/A Thee for the Certacked Certificates	tificateholders,
			ervicing LP fka LP, Attorney in I	
	ВУ	Whice	K	
	Erica I	Williams, As	sistant Secretary	<u> </u>
;	(Print Si	gner's Name a	nd Title/Capacity	7)
i i				
ACKO	OWLEDG	MENT		
STATE OF Arizona COUNTY OF Maricopa	)			
	Erica L. Vetary Servicing York Mel	Villiams (title/cap) IP Ion FKA The E that in its capa	(Signer) whacity) of BAC I (Signer's companion of New York city as Attorney in	no acknowledged Home Loans ny name) the K, as I rustee for the Fact for Grantor
Given under my hand and seal this the 12 day	r of	October	, 20_	10
NOTARY PUBLIC Janet Helps My Commission Expires: April 15, 2011			,	
JAN NOTRY P	ne medicinal alone office alone of the second	rang dy ta, willy		Property Address: wood Lake Drive E irn Lake, MS 38637 Page 2 of 3

## EXHIBIT "A" (Legal Description)

LOT 25, SECTION A, RAVENWOOD SUBDIVISION, IN SECTION 32, TOWNSHIP 1 SOUTH, RANGE 8 WEST, AS A SHOWN BY PLAT OF RECORD IN PLAT BOOK 75, PAGE 42, CHANCERY CLERK'S OFFICE FOR DESOTO COUNTY, MISSISSIPPI, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE COMPLETE LEGAL DESCRIPTION.

<u>Property Address</u>: 6257 Ravenwood Lake Drive E Horn Lake, MS 38637

Page 3 of 3

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Prepared by, and after recording, return to:	Indexing Instructions:  Lot 25, See A, favourant III
	Sec 32 TIS R&W DeSofolo MS Plat Book 75 Pg 42
STATE OF MISSISSIPPI	
COUNTY OF HINDS	
HOME LOAN PLU DEED RESTRICTI Home Loan Plus Pro	ION
6257 Ravenmood	
Hom lake, MS	<b>38</b> 637
Phone: (1)-328-7	318
STATE OF MISSISSIPPI COUNTY OF DESOYO	
The undersigned, Sherm Willins is/are the owner(s) of certain real prop	
CAST FAVONNON LOVE DIVEE, in HON	m \\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
on Exhibit A attached hereto and income	porated herein for all purposes (the equacy and sufficiency of which are

Recapture Deed Restriction Mississippi Development Authority NSP Program August 2009 Initials M/\_\_\_

\*\*\*\*ANY EVENT THAT RESULTS IN THE "Property" CEASING TO BE THE PRINCIPAL RESIDENCE OF THE "Owner(s)" DURING THE "Period of Affordability" SHALL BE IN DIRECT CONFLICT WITH THE TERMS OF THIS DEED RESTRICTION; SHALL BE CONSIDERED A DEFAULT UNDER THE DEED RESTRICTION, AND SHALL REQUIRE THE RECAPTURE OF THE "HOME Investment" USED TO FACILITATE THE PURCHASE OF THE "Property" AS OUTLINED IN "Recapture Requirements" BELOW:

1. For purposes of this deed restriction, the following terms have the meanings indicated, as per the recapture requirements adopted by the Mississippi Development Authority for the HOME Program:

"MDA" means Mississippi Development Authority.

"MHC" means Mississippi Home Corporation acting as agent for Mississippi Development Authority

"HOME Investment" means the amount funded by MHC for the benefit of the Owner to assist the Owner in the purchase of the indicated Property.

"Period of Affordability" means a period of time beginning on the date of this instrument pursuant to HUD Final Rule 24 CFR Part 92.254 as follows:

Homeownership assistance HOME amount per-unit	Minimum period of affordability in years
\$14,999	5
:	

"Net Proceeds" means the sales price of the Property less the payoff of the first mortgage on the Property and the closing costs associated with the sale of the Property.

"Net Refinancing Proceeds" means the amount of the new mortgage loan, less

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DK T BK 3,248 PG 694

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the payoff amount of the first mertgage on the Property which is superior to this deed restriction and the closing costs associated with the refinancing transaction.

"Owner Investment" means Owner(s) original down-payment investment, principal reductions in original mortgage amount, and/or investments made by the Owner(s) which would qualify as capital improvements under Internal Revenue Service rules.

"Pro-rata Basis" will be calculated as a ratio of the number of full months the Owner occupies the Property as its PRINCIPAL RESIDENCE to the total number of months of the "Period of Affordability" and will be expressed as a percentage.

"Maximum Recapture Amount" means the "HOME Investment" in the property purchase times one minus the "Pro-rata Basis" percentage.

"Recapture Requirements" means that if the Property does not continue as the PRINCIPAL RESIDENCE of the Owner for the duration of the "Period of Affordability" that MDA will recapture a portion of the "HOME Investment" received by the Owner(s) as calculated by using the "Pro-rata Basis" (as defined above) and the appropriate conditions of default (as outlined in numbers 3,4, or 5, below).

"Shared Net Proceeds Basis" means the amount of HOME funds to be recaptured will be determined based on the following formula:

HOME INVESTMENT / (HOME INVESTMENT + OWNER INVESTMENT) (x) "Net Proceeds"

- 2. MHC and MDA must receive <u>prior written notification</u> of any sale, refinancing or foreclosure that occurs during the "Period of Affordability" assigned to the Property.
- 3. In the event of a sale of the Property during the "Period of Affordability", MDA will determine the "Maximum Recapture Amount" by using the "Pro-rata Basis". The puter Deed Restriction

Recapture Deed Restriction Mississippi Development Authority NSP Program August 2009

DK W BK 648 PG 680

actual amount of HOME funds to be recaptured will be based on the "Shared Net Proceeds Basis"; not to exceed the "Maximum Recapture Amount".

- 4. In the event of a cash-out refinancing during the "Period of Affordability", MDA will determine the "Maximum Recapture Amount" by using the "Pro-rata Basis". The HOME funds will be recaptured from the "Net Refinancing Proceeds"; not to exceed the "Maximum Recapture Amount".
- 5. With the exception of FHA insured loans, in the event of a foreclosure, MDA shall recapture from "Net Proceeds" up to the original amount of "HOME Investment" associated with the purchase of the Property (Under foreclosure, "Pro-rata Basis" is not used in determining recapture amount). This instrument and restrictions contained herein are subordinate to the first mortgage lien against the Property.
- 6. On FHA insured mortgages, HOME program restrictions on the property shall terminate upon foreclosure, transfer in lieu of foreclosure or assignment of the FHA insured mortgage to HUD. To the extent that there are any proceeds from the foreclosure or other sale of the property by HUD remaining after the HUD insured loan is paid, the remaining proceeds shall be paid to the Mississippi Development Authority.
- 7. The provisions of this instrument are hereby declared covenants running with the land and are fully binding on any successors, heirs, and assigns of Owner(s) who may acquire any right, title, or interest in or to the Property, or any part thereof. Owner(s), its successors, heirs, and assigns hereby agree and covenant to abide by and fully perform the provisions of this instrument.
- 8. Owner(s) understands and agrees that this instrument shall be governed by the laws of the State of Mississippi and regulations of the U. S. Department of Housing and Urban Development.
- 9. Owner(s) understands that the Property must be the Principal Residence of the Owner(s) during the Period of Affordability. In the event the Property does not remain its/their Principal Residence, the Owner(s) will be held personally liable and must repay MDA an amount equal to the "HOME Investment", reduced proportionately for every month of the Period of Affordability that the Property served as the Principal Residence of the owner(s).

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Recapture Deed Restriction
Mississippi Development Authority
NSP Program
August 2009

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Ву: 🍮	Larry Multin
Dvo	
By:	
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STATE	OF MISSISSIPPI
COUNT	YOF De Soto
PERSO	NALLY appeared before me, the undersigned authority in and for the
who ac	te and County, the within named Sharm Mulins knowledged that helshe signed and delivered the above foregoing
instrume	ent on the day and date therein above stated as for his her own voluntary
act and	deed.
	2.4
Given u	nder my hand and Official Seal, this the 24th day of November,
20 <u>)</u> 6.	· OF MISS/Six
	D # 86369
(SEAL)	CRIS O. MCCAMMON Notary Public
(	Commission Expires
	Tuly 24, 24
My com	mission express co. 7-29-11

Recapture Deed Restriction Mississippi Development Authority NSP Program August 2009 Initials 500/\_\_\_